

MASTER CONTRACT

between the

BOARD OF SCHOOL TRUSTEES

OF THE

**SOUTHWEST DUBOIS COUNTY
SCHOOL CORPORATION**

and the

**SOUTHWEST DUBOIS
CLASSROOM TEACHERS ASSOCIATION**

2024-2025

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BETWEEN THE
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OF THE
SOUTHWEST DUBOIS COUNTY SCHOOL CORPORATION
AND THE
SOUTHWEST DUBOIS CLASSROOM TEACHERS ASSOCIATION

THIS CONTRACT ENTERED INTO THIS 5th DAY OF AUGUST 2024, BY AND BETWEEN THE BOARD OF SCHOOL TRUSTEES OF THE SOUTHWEST DUBOIS COUNTY SCHOOL CORPORATION, HEREINAFTER CALLED THE "SCHOOL EMPLOYER", AND THE SOUTHWEST DUBOIS CLASSROOM TEACHERS ASSOCIATION, AN AFFILIATE OF THE INDIANA STATE TEACHERS ASSOCIATION AND THE NATIONAL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

ARTICLE I

TERM OF AGREEMENT

A. This Contract shall be effective as of August 5, 2024 and shall continue in effect through June 30, 2025.

ARTICLE II

RECOGNITION

A. The Southwest Dubois Classroom Teachers Association is hereby recognized by the Southwest Dubois County School Corporation, the "School Employer", as the exclusive representative and bargaining agent for all certificated School Employees, as defined in Indiana Law, in said Southwest Dubois County School Corporation excepting the following:

Superintendent and Administrative Assistant
Principals
Chapter I Administrator
Athletic Director
Assistant Principal
Girls' Sports Director;
Middle School Assistant Principal/Media Specialist
and

All other Certificated Employees hereafter employed in said School Corporation in a supervisory capacity, or Confidential Employees or Employees performing security work within the meaning of said terms under IC 20-29; or who are hereafter assigned to and accept positions hereinabove excluded;

hereinafter called the Bargaining Unit, for purposes of bargaining collectively on those Subjects of Bargaining provided for by Indiana Law, and for purposes of discussing those Subjects of Discussion provided for by Indiana Law.

ARTICLE III

SCHOOL EMPLOYER RIGHTS AND POWERS

A. The Association recognizes that the School Employer has the responsibility and authority to manage and direct on behalf of the public all of the operations and activities of the School Corporation to the full extent authorized by law.

B. The School Employer hereby retains and reserves unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon and vested in it by the laws and

Constitution of the State of Indiana, and of the United States, including, but without limiting the generality of the foregoing, those rights conferred on the Board by Indiana Law.

ARTICLE IV

WAIVER CLAUSE

The parties agree that all bargainable items have been presented during the negotiations leading to this Agreement. Any extensions or amendments of this Agreement may be had only by mutual agreement and shall be attached to this Agreement and be dated and executed by the parties.

ARTICLE V

ENTIRE AGREEMENT CLAUSE

All matters contained in this Agreement shall supersede all previous Agreements, verbal or written or based on past practices related to any subject or provision contained herein, between the School Corporation, Certificated Employees covered by this Agreement and/or Association; and this Agreement constitutes the entire agreement between the parties.

ARTICLE VI

INSURANCE PROVISIONS

A. HOSPITAL AND MEDICAL INSURANCE.

The School Employer shall provide Hospital and Medical Insurance for all full time School Employees employed under Contract who desire to participate therein. The School Employer shall pay up to the following percentage amounts per year according to the plan selected by the Employee. The participating Employee shall pay the balance thereof. The School Employer and the participating School Employee will contribute on a monthly basis.

The School Employer will offer a ~~\$3,000~~ **\$3,200** deductible insurance plan (HSA) along with the traditional plan currently offered with no rate changes.

PREMIUM PAYMENT PLAN FOR ALL EMPLOYEES ON TRADITIONAL PLAN

Single Plan	Corporation Pays: Ninety-Five Percent (95%) of all annual premiums Teacher Pays: Five Percent (5%) of all annual premiums
Member/Child	Corporation Pays: Eighty-Five Percent (85%) of all annual premiums Teacher Pays: Fifteen Percent (15%) of all annual premiums
Member/Spouse	Corporation Pays: Eighty-Five Percent (85%) of all annual premiums Teacher Pays: Fifteen Percent (15%) of all annual premiums
Family Plan	Corporation Pays: Eighty-Five Percent (85%) of all annual premiums Teacher Pays: Fifteen Percent (15%) of all annual premiums

PREMIUM PAYMENT PLAN FOR ALL EMPLOYEES ON HIGH DEDUCTIBLE PLAN

Single Plan	Corporation Pays: Ninety-Seven Percent (97%) of all annual premiums Teacher Pays: Three Percent (3%) of all annual premiums
Member/Child	Corporation Pays: Ninety Percent (90%) of all annual premiums Teacher Pays: Ten Percent (10%) of all annual premiums
Member/Spouse	Corporation Pays: Ninety Percent (90%) of all annual premiums Teacher Pays: Ten Percent (10%) of all annual premiums
Family Plan	Corporation Pays: Ninety Percent (90%) of all annual premiums Teacher Pays: Ten Percent (10%) of all annual premiums

Any Teacher who completes his/her contractual obligation and is an Employee in good standing at the end of the school year and is not returning to employment with this Corporation for the following school year shall retain full insurance coverage as provided in this Master Contract, with the School Corporation paying for said insurance coverage, as spelled out herein, through August 31st, or until the time the Teacher becomes eligible for other coverage, whichever comes first.

1. Teachers leaving the School Corporation and choosing to remain on the policy beyond the end of August shall pay One Hundred Percent (100%) of the premium to the insurance provider/Corporation Treasurer before the billing due date, subject to COBRA limits.

It is understood and agreed to that required changes in coverage/carriers to comply with H.B. 1260 will be made by the written mutual agreement of the Board and the Association.

2. Working Spouse Provision. If a working spouse is eligible for health insurance coverage through his/her employer, then the spouse will (regardless of how much the employer pays toward the cost of such health insurance care coverage) be removed from the school’s policy by January 1, 2015. If the spouse elects not to take coverage that is available through his/her employment (without regard to cost), this plan will not provide any coverage for that spouse. The Working Spouse Rule does not apply when both husband and wife are employees of this employer. However, no person may be both an employee and a dependent of this plan.

The Hospital and Medical Insurance Benefits shall be mutually agreed upon by the Board and the Association.

B. WORKERS' COMPENSATION INSURANCE.

1. Coverage as provided by Indiana Law.

C. GENERAL LIABILITY.

Coverage as afforded by existing policy or policies now in force.

D. GROUP TERM LIFE INSURANCE.

The School Employer shall provide for full time Employees under contract a Group Term Life Insurance protection plan which shall pay the Employee's designated beneficiary the stated amount listed below. An accidental death and dismemberment provision will be included. The School Employer will select the company to provide the Group Term Life Insurance program.

One Hundred Twenty-Five Thousand Dollars (\$125,000.00) plus AD&D.

E. LONG-TERM DISABILITY INSURANCE.

The School Employer shall provide at no cost to Teachers Long-Term Disability Insurance. Said insurance shall be Schedule III-C which includes a one hundred eighty (180) day elimination period. The Southwest Dubois Classroom Teachers Association agrees to indemnify and hold harmless the School Corporation against any LTD benefit payments that stop, so long as premiums are paid in good faith and in a timely manner on the part of the Board.

F. DENTAL INSURANCE.

The School Employer shall provide a Dental Insurance plan for all full-time School Employees employed under contract who desire to participate herein.

	DENTAL INSURANCE PREMIUM PAYMENT PLAN FOR EMPLOYEES
All Employees	Corporation Pays: Ninety Percent (90%) of all annual premiums. Teacher Pays: Ten Percent (10%) of all annual premiums.

G. VISION INSURANCE.

The School Employer shall provide for full-time Employees under contract a Vision Insurance plan. The School Employer will select the company to provide the Vision Insurance program and the School Employer will fully pay the premiums for all plans.

H. INSURANCE PLANS.

It is understood and agreed to that Teachers taking insurance do not have to take all single plans or all family plans for Health, Dental and Vision Insurance. *[EXAMPLE: A Teacher may choose to take a single Health plan and at the same time take a family Dental and family Vision plan.]*

ARTICLE VII

LEAVES OF ABSENCE

A. SICK LEAVE.

1. ~~Fifteen~~ **Fourteen (14)** days of sick leave with pay shall be granted to a Teacher during each school year. Days will be accredited on the first day worked by the employee. The unused portion of sick leave days, if any, will be available for sick leave, maternity leave, etc. Sick leave shall accumulate to 200 days. A doctor's note may be required if a Teacher misses 3 or more days in a row.

2. Sick leave may be used on a one-half (1/2) day basis.

3. Teachers who are hired with experience in other School Corporations will be granted a transfer of three (3) days sick leave per year after the first employment year, provided they have accumulated sick leave in their previous School Corporation.

A Teacher transferring sick leave from another School Corporation shall receive the balance of that sick leave upon completing ten (10) years of service with the Southwest Dubois County School Corporation.

4. Sick leave will be used for personal illness of the Teacher; and may be used for medical or dental appointments, provided notice of such appointment is given at least one (1) day in advance.

5. The School Employer can buy all but 200 sick days for Thirty Dollars (\$30) per day and the money is to be put in a 403(b) retirement account. The remaining days paid at Thirty Dollars (\$30) per sick day at retirement **in the last pay of the contract.**

6. Sick leave accumulated by a Teacher prior to a leave of absence other than for sick leave, shall be credited to the Teacher upon return.

7. Teachers shall be allowed to use up to sixty (60) days of their sick leave with pay for illness, surgery, or accident involving a member of the Teacher's immediate family. Immediate family for sick days will be defined as wife, husband, child (step or natural), teacher's parents or grandchild. Teachers will be allowed to use up to four (4) sick days for illnesses, etc. pertaining to their father-in-law, mother-in-law, and Teacher's sibling.

B. SICK LEAVE BANK.

The School Employer will establish a sick leave bank for all Certificated Employees.

OPERATIONAL PROCEDURES

1. The number of days in the sick leave bank shall be equal to the number donated by Certified Employees into the Sick Leave Bank. Each Certificated Employee shall, upon execution of this agreement, deposit/donate one (1) accumulated sick leave day to the Sick Leave Bank. Should the Sick Leave Bank fall below fifty (50) days, each employee shall be assessed one (1) day to be deposited/donated into the Sick Leave Bank. Each employee awarded days from the Sick Leave Bank shall be required to repay said days used from the Sick Leave Bank at the rate of one (1) day for every two (2) days used with no more than five (5) days being repaid per school year. In the event the employee is unable to return to work, repayment will be forgiven.

2. A Certificated Employee may be granted days from the sick leave bank under these conditions:

- (a) He must have exhausted his own accumulated sick leave;
- (b) He must have a doctor's certification that such a request is necessary;
- (c) He should submit the request in advance of the expiration of his own accumulated leave if at all possible.

3. The sick bank committee shall be composed of three (3) Certificated Employees to be selected by the Association and one (1) Administrator to be selected by the Board or its designee. The Administrator is not a voting member. Three (3) members of the Sick Leave Bank Committee shall constitute a quorum, with at least two (2) teachers and one (1) Administrator present. The committee is the final decision in granting of days.

The committee will receive and process applications on forms to be furnished by the School Employer. The committee will make proper notifications as quickly as possible following the decision.

4. Days from the sick leave bank may be recommended by the committee in accordance with these guidelines:

- (a) If the applicant has taught in this school district for less than three (3) school years, he may be recommended for a maximum of twenty (20) days from the sick leave bank in any school year.

(b) If the applicant has taught in this school district three (3) school years or more he may be recommended for twenty (20) days or two-thirds (2/3) of his own sick leave accumulation, whichever is greater, but no case shall be recommended for more than the maximum allowance shown in (c) below.

(c) The maximum allowance shall be thirty (30) days, but the committee does not have to grant the maximum.

C. PERSONAL LEAVE.

1. Each Teacher shall be granted ~~three~~ ~~four~~ (3) (4) days of leave with pay each year for the transaction of personal business and/or the conduct of personal or civic affairs.

Unused personal leave days accumulate to ~~seven~~ ~~six~~ (7) (6) days as personal leave, with unused personal leave days above the ~~seven~~ ~~six~~ (7) (6) days transferring to accumulated sick leave days. It is understood that the maximum amount of personal business leave days which could be available to a Teacher in any one (1) school year is ten (10) days: ~~Seven~~ ~~Six~~ (7) (6) accumulated days from past year(s) plus ~~three~~ ~~four~~ (3) (4) days annual allotment of personal business leave.

2. School Employees desiring to take personal leave must submit request Willsub available on the school corporation website as far in advance as possible.

3. The reason given by the Teacher for the use of personal leave shall be for the transaction of personal business and/or the conduct of personal or civic affairs.

4. Personal leave may be used on a one-half (1/2) day basis.

D. EMERGENCY LEAVE.

1. Five (5) hourly leaves shall be granted per Teacher per year without loss of pay, which will not be accumulative, and under the following conditions:

(a) Said hourly leave is to be used only on a single hour basis in any one (1) day and may not be divided into periods of less than one (1) hour. An exception may be made to this provision if the reason for leave is to attend a funeral and one (1) hour is not sufficient time. The leave must be approved by the Principal.

(b) Said leave is to be used only for personal emergencies and necessities when the required time cannot be scheduled outside of the regular school day, which reason shall be stated in writing to the Principal at the time of the request.

(c) The Teacher requesting such hourly leave shall make arrangements with another Teacher or teacher-aide who is duty free to cover said Teacher's assigned duty during such hourly leaves. The selection of said Teacher or teacher-aide shall be subject to the approval of the Building Principal.

(d) Said leave must have consent of the Building Principal after the appropriate arrangements for the Teacher's duties of those hours have been made.

E. LOBBY LEAVE.

The Association shall be allowed two (2) days per school year with pay for the purpose of going to Indianapolis to lobby in the State Legislature.

F. COURT LEAVE.

Court leave with regular pay shall be granted to Teachers for the time necessary to make appearance(s) in any court proceeding, when such Teacher has been subpoenaed to appear in direct relationship to his/her contracted duties, other than a proceeding initiated by said Teacher against the School Corporation or a proceeding initiated by the School Corporation against a Teacher. Any compensation or remuneration other than mileage received by such Teacher for such appearance shall be deducted from such Teacher's pay.

G. JURY DUTY LEAVE.

When a Teacher serves on jury duty, the School Employer shall pay the Teacher his full salary less all pay received by the Teacher for serving on jury duty other than mileage.

H. MANDATORY ATTENDANCE AT OPEN HOUSE

If a Teacher does not attend a Mandatory Attendance open house, said Teacher will lose one-half (1/2) personal leave day. Teachers already on leave of absence that day for sick leave, personal leave, bereavement leave, etc. will not be penalized for missing said open house.

I. MATERNITY

A Teacher who is pregnant may continue in active employment as late into pregnancy as she desires, if she can fulfill the requirements of her position. Temporary disability caused by pregnancy shall be governed by the following:

1. A teacher will receive five (5) corporation paid days for maternity leave.

2. Any Teacher who is pregnant shall be granted a leave of absence any time between the commencement of her pregnancy and one (1) year following the birth of the child, if she notifies the Superintendent at least thirty (30) days before the date on which she wishes to start her leave. Such notice shall include the expected length of this leave, and a physician's statement certifying her pregnancy or a copy of the birth certificate of the newborn, whichever is applicable. However, in the case of a medical emergency caused by pregnancy, the Teacher shall be granted a leave as otherwise provided for herein, immediately upon her request and certification of the emergency from an attending physician.

3. All or any portion of leave taken by a Teacher because of a temporary disability caused by pregnancy will be charged, to her available sick leave up to a maximum of sixty (60) days; provided, however, that upon request by the School Employer, the Teacher must submit a statement signed by the Teacher's attending physician, verifying that the Teacher is unable to perform her regular teaching duties during the period of time that sick leave pay is requested.

4. A leave of absence under this provision may be taken without jeopardy to re-employment, retirement and salary benefits, tenure, and seniority rights.

5. A Teacher using maternity leave may remain on the School Employer's Group Health Insurance plan by paying One Hundred Percent (100%) of the premium during the approved leave period subject to COBRA limits.

J. PATERNITY LEAVE.

1. A teacher will receive five (5) corporation paid days for paternity leave.

K. ADOPTION LEAVE.

A Teacher shall, upon request, receive adoption leave, without pay, for a period not to exceed one (1) year. Such Teacher shall notify the Superintendent in writing not later than the day application for such adoption is made by the Teacher to the adopting agency, of the intention to take such leave; and except in case of emergency, shall give such notice at least sixty (60) days prior to the date on which the leave is to begin.

"Emergency" shall include a situation where the 'adoptive child' is placed in the home or custody of the Teacher in less than sixty (60) days from the date such Teacher has applied to the proper agencies for such adoption. In such event, the leave of absence should be granted to begin not later than the day such child is placed in the said Teacher's custody.

L. DEATH IN FAMILY.

1. Fifteen (15) consecutive calendar days, without loss of pay, will be granted for the death of a spouse and/or children (step or natural).

2. Five (5) consecutive school days within a seven (7) calendar day period of time, without loss of pay will be granted for each death in the immediate family. Immediate family for bereavement leave will be defined as mother, father, sister, brother, father-in-law, mother-in-law, grandparent, spouse's grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parent or any other relative living in the Teacher's home.

3. Two (2) days of absence without loss of pay shall be allowed in case of death of aunt or uncle, of the Teacher and spouse.

4. Three (3) days of absence without loss of pay shall be allowed in case of death of niece or nephew of the Teacher and spouse.

5. Bereavement leave shall begin on the day of death or the day immediately following death, at the option of the Teacher.

6. At the Teacher's request, one (1) day of bereavement leave may be used within the same school year to attend to personal matters associated with said leave as defined in 1. above and also includes mother, father, stepparent or other family members who are permanent residents in the Teacher's home.

M. DEATH OF FACULTY MEMBER.

In the case of the death of a Teacher, other Teachers teaching in the same building where the decedent taught shall be entitled to be absent without loss of compensation for a reasonable length of time to attend the funeral.

N. PERSONAL INJURY LEAVE.

A Teacher may be absent up to thirty (30) school days without loss of pay or benefits due to injury incurred in the course of a Teacher's employment during regular school hours or while they are on a specific ECA function or an assigned school activity. Such days shall not be charged against the Teacher's sick leave days or any other leave days said Teacher is entitled to use. If injury is covered under Workman's Compensation, the Teacher will receive his/her current salary minus the Workman's Compensation amount.

The Board reserves the right to require the Teacher to submit to a physical examination by a physician chosen by the Board, and to receive a complete verification report of the examination.

O. SABBATICAL LEAVE.

1. The sabbatical leave policy is designed to provide an opportunity for those Teachers in the School Corporation to engage in professional-related experiences having a major focus on self-improvement.

2. Applications shall be filed with the office of the Superintendent by May 15th for leave beginning the following August. For leave beginning the second (2nd) semester, applications shall be filed by October 1st. Applicants requesting sabbatical leave commencing in August shall be notified by July 1st as to the status of their application.

3. Applicants requesting leave commencing the second (2nd) semester shall be notified by November 1st as to the status of their application. Exceptions may be made by the School Board in cases where the best interest of the school corporation may be served.

4. A Teacher on sabbatical leave shall be considered to be in the employment of the Southwest Dubois School Corporation and have a Contract.

5. A Teacher on sabbatical leave shall receive no salary or other fringe benefits but will be eligible to participate in any of the insurance plans provided by the Southwest Dubois School

Corporation providing the Teacher pays the entire insurance premium, except in cases where the insurance benefits are not available, per the insurance carrier's specifications, i.e., design plans.

6. The school employer shall offer such Teacher a comparable position if one is available. If not, the Teacher will be offered the first comparable position for which the Teacher is qualified.

P. EMPLOYEE ABSENCE.

Any absence not allowed or provided for under this Contract shall be subject to a reduction in pay on an hourly basis, based upon an eight (8) hour workday. Within the discretion of the Principal, said reduction in pay shall not apply where a Teacher's late arrival for a morning session is due to an emergency or reason beyond the Teacher's control. For this exception to apply, the Teacher shall call the Principal to notify him of the reason for being late.

ARTICLE VIII

RETIREMENT SAVINGS PLAN

A. The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code for each Employee hired after June 1, 2004. The Board agrees to contribute annually into each individual Employee's separate 401(a) account an amount equal to two percent (2.0%) of the individual Employee's Informational Salary

The Board shall make equal monthly contributions throughout the school year and will complete its contributions on or before August 1st of each succeeding school year.

B. There will be no commingling of accounts and each Employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan. Each Bargaining Unit member shall be One Hundred Percent (100%) vested upon the completion of his/her third (3rd) year of continuous employment with the School Corporation.

C. The School Corporation shall contribute to a Voluntary Employees' Beneficiary Association ("VEBA") as described in section 501(c)(9) of the Code for each Employee hired after June 1, 2004. The Board agrees to contribute annually into each individual's separate VEBA account an amount equal to two percent (2.0%) of the individual Employee's Informational Salary.

The Board shall make equal monthly contributions throughout the school year and will complete its contributions on or before August 1st of each succeeding year.

D. There will be no commingling of accounts and each Employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the VEBA Plan. The single investment vendor for the VEBA plan shall be mutually agreed upon by the parties. Each Bargaining Unit member shall be One Hundred Percent (100%) vested upon the completion of his/her third (3rd) year of continuous employment with the School Corporation.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is an alleged violation or claimed misinterpretation of a specific article or section of the Contract. Either party to this Contract or any one (1) or more Certificated Employees affected by this Contract may file a grievance in the following manner.

Section 2. Confidentiality. Both parties agree that these proceedings shall be kept confidential as may be appropriate at each level of the proceedings. No reprisal of any kind shall be taken by or against any participant who is properly following the grievance procedure by reason of such participation. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant, with the exception of the final determination when discipline is sustained.

Section 3. Hearing. Hearings shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. Hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements.

STEP ONE

Within fifteen (15) working days of the time that the grievant knew, or reasonably should have known of the grievance, the grievant(s) shall orally present the grievance to the Building Principal during non-teaching hours. Within fifteen (15) working days after presentation of the grievance, the Building Principal shall answer the grievant(s) through oral conference, which answer, if acceptable to both parties, shall be final and conclusive.

STEP TWO

A. Within fifteen (15) working days of the Building Principal's decision, if the grievance is not resolved, it shall be stated in writing by the grievant(s), signed by the grievant(s) affected and submitted to the Building Principal on the form attached to this Contract as "APPENDIX D". This form shall also be signed by the President of the Association if the grievant(s) are to be represented by said Association in the grievance proceeding.

B. If the grievance is not resolved in Step One and Step Two it may be appealed to the Superintendent in writing within fifteen (15) working days after the written disposition made by the Principal in Step Two. The Superintendent shall hold a meeting within fifteen (15) working days following the receipt of said appeal to discuss the grievance and shall answer the grievance in writing within fifteen (15) working days.

C. If the grievance is not resolved at the Superintendent level, it may be appealed to the Board in writing within fifteen (15) working days after the written disposition made by the Superintendent. The Board shall hold a meeting within fifteen (15) working days following the receipt of said appeal to discuss the grievance and shall answer the grievance in writing within fifteen (15) working days.

STEP THREE

A. Within fifteen (15) working days after receiving the decision of the Board, the grievance may be submitted to arbitration. The grievant, through the Association, shall notify the School Board in writing of his intention to submit the matter to arbitration within this fifteen (15) day period, and, at the same time, shall notify the American Arbitration Association. The arbitrator shall be an impartial third party selected by agreement of the parties or designated by the American Arbitration Association by striking of the parties.

B. The arbitrator shall hold a hearing as soon as possible. The arbitrator shall submit to both parties his decision as soon as possible. Said decision shall be in writing and signed by the Arbitrator. The decision of the Arbitrator shall be advisory to the parties. The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association.

C. In making his decision the Arbitrator may consider only the subject of the written grievance and the facts and testimony presented in the Arbitration hearing.

D. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

E. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Contract in reaching his decision. His powers shall be limited to deciding whether the Board has violated the express article or section of this Contract.

F. The Board, within fifteen (15) working days of receipt of the arbitrator's recommendation shall accept in writing, reject in writing, or allow the recommendation to become final and binding upon the school corporation by not taking action. The Association, within fifteen (15) working days of receipt of the arbitrator's recommendation shall accept in writing or reject in writing, If the Association accepts or fails to reject, the grievant and the Association are banned from pursuing said grievance further through the courts or administrative agencies of the state or federal government.

Section 4. State and Federal Law.

G. Nothing contained in this Article shall deny to any Employee rights under state or federal constitutions and laws, but this provision shall not be construed to give the Employer, Employee or the Association the right or option to choose a forum other than the grievance procedure herein provided on matters covered by this Contract unless such right or option is specifically covered by state or federal law.

Section 5. Decisions made at any level of the grievance procedure shall not preclude any other member of the Association from submitting a similar grievance at any time.

Section 6. If either party disputes the arbitrability of any grievance as not being within the terms of this Agreement, the arbitrator shall have jurisdiction to decide the arbitrability of the grievance.

ARTICLE X

Southwest Dubois Compensation Model

A. SALARIES AND COMPENSATION

The Board and Association agree to negotiate to determine if money is available to advance teachers on the model. Eligibility, factors, definitions, and distribution are outlined in Appendix A-1. For the 2024-2025 school year, the Board and Association agree to add ~~One Thousand Two Hundred Fifty Dollars~~ One Thousand Two Hundred Fifty Dollars (\$1250) to every level. Teachers meeting the criteria of the compensation model will advance one level for a total base pay raise of Two Thousand Five Hundred Dollars \$2500. A stipend in the amount of ~~One Thousand~~ Five Hundred Dollars (\$1500) will be paid to certified employees with their back-pay. The complete compensation model terms and conditions are contained in Appendix A-1 and A-2.

B. EXTENDED CONTRACTS.

Nothing contained herein shall be construed to prohibit the School Employer from offering an extended Contract to an individual Teacher, such additional days to be paid for at the Teacher's per diem rate of pay.

C. SECTION 125.

Phase II of Section 125 shall be provided with Employees paying any monthly fees/charges.

D. PAYROLL DEDUCTIONS.

The School Employer shall deduct from the salary of a Teacher credit union deposits upon notification by that Teacher by the first of any month, and annuity payments upon notification once per calendar year. It is understood that each Teacher with annuity payments shall have said payment deducted two (2) times per month. It is also understood that Teachers are allowed to make changes in annuity deductions at other times of the year over and above those previously mentioned in this section in the event of an emergency or change in status (marriage, divorce, death, etc.).

403(b) Annuity Plan.

1. Each Teacher may elect to make a salary reduction election and make tax deferred contributions, to a plan described in section 403(b) of the Internal Revenue Code (the "Code") to the maximum

limits allowed by the Code. The Board shall forward salary reduction money to the appropriate vendor each month.

2. The School Corporation shall maintain a list of approved investment vendors for the salary reduction contributions made to 403(b) Plan.

3. All Local decisions regarding the administration of all 403(b) Plans shall be made by mutual agreement of the Association and the Board.

4. Any changes in the 403(b) Plans shall be in accordance with Internal Revenue Code regulations and by mutual agreement between the Association and the Board.

E. PAY PERIODS.

Certified personnel shall be paid in twenty-four (24) pay periods. Certified teachers will be paid on the 15th and 30th of each month except for February. The second pay in February will be deposited on the last day of the month. If the date falls on the weekend or holiday, pay will be the Friday prior to the holiday or weekend. If the Friday is a holiday, payment will be made prior to Friday.

F. PART-TIME EMPLOYEES.

Part-time employees will be paid the fractional equivalent in accordance with time worked using the salary range identified in the Compensation Plan found in Appendix A. With regards to fringe benefits, Part-time employees shall only be eligible to participate in the health insurance plan offered by the school corporation but must work a minimum of thirty (30) hours to qualify for health insurance benefits. The number of part-time days leave per year for the Part-time employee shall be the same fractional equivalent as used for the salary.

ARTICLE XI

SIGNATORY

IN WITNESS WHEREOF, the parties hereto have executed this Contract and caused their names to be subscribed by their duly authorized officers and representatives on the ratification dates set forth below.

The Undersigned attest to the following: 1. A public meeting was held in compliance with I.C. 20-29-6-1(b) on September 11, 2024, and electronic participation from the parties and/or public was permitted. 2. A public meeting in compliance with I.C. 20-29-6-19 was held on **October 8, 2024**, to discuss the tentative agreement and electronic participation from the governing body and/or public was permitted.

BOARD OF SCHOOL TRUSTEES OF
THE SOUTHWEST DUBOIS COUNTY
SCHOOL CORPORATION

Board Ratified on October 24, 2024

SOUTHWEST DUBOIS CLASSROOM
TEACHERS ASSOCIATION

*Teachers ratified on **September 21, 2023***

Superintendent

President

President

Secretary

Secretary

UniServ Director

APPENDIX A-1

**Southwest Dubois County School Corporation
Compensation Model ~~2023-2024~~ 2024-2025**

BASE SALARY INCREASES

I Salary Range

The salary range for the ~~2023-2024~~ 2024-2025 school year is ~~\$46,250 to \$73,750~~ \$47,500 to \$76,250. This range does not include bargained increases or the 3% ISTRF Corporation contribution for the current school year.

II General Eligibility

1. Except as provided in #2 below, a teacher who received an evaluation rating of ineffective or improvement necessary in the prior school year is not eligible for any salary increase and remains at the prior year salary.
2. A teacher who is in the first two full school years of instructing students who receives an evaluation rating of improvement necessary is eligible for a salary increase.

III Redistribution

Any funds otherwise allocated for teachers who were rated ineffective or improvement necessary will be equally redistributed to all teachers rated effective or highly effective. The redistribution will be in the form of a stipend.

IV Factors and Definitions

~~2023-2024~~ 2024-2025

1. Evaluation rating – The teacher received a highly effective or effective evaluation rating for the prior year.
2. Academic needs – The need to retain all teachers to provide educational continuity to students.

V Distribution (See also Salary Schedule - Appendix A-2)

~~2023-2024~~ 2024-2025 School Year

Academic Needs Factor—There will be One Thousand Two Hundred Fifty Dollars (\$1,250) added to every level of the salary scale meeting the academic needs factor will be granted this One Thousand Two Hundred Fifty Dollars (\$1,250) across the board increase to the salary schedule.

Evaluation Factor: Teachers meeting the evaluation factor will be permitted to move one level in the Salary Schedule, thereby earning another One Thousand Two Hundred Fifty Dollars (\$1,250).

The maximum total base pay raise is Two Thousand Five Hundred Dollars (\$2,500).

The compensation model will have \$1,250 added to every level. Teachers meeting the evaluation and experience factors will move on level earning another \$1,250 for a total base pay raise of \$2,500.

VI Stipend

Every full-time teacher will receive a one-time stipend in the amount of One Thousand Five Hundred Dollars \$1,500 with the payroll that will include retroactive pay.

VII New Hire

New teachers with no previous experience shall enter the schedule at level A unless it is hard to hire position. Any variation will be discussed with the Association. Teachers being hired with previous experience shall be placed at a level commensurate with a current teacher at Southwest Dubois County School Corporation in which they “mirror” years of experience and education/certification. Variations will be discussed with the Association.

New hires employed during the ~~2023-2024~~ 2024-2025 school year prior to the ratification of the contract will have their starting salary adjusted upward in the amount of ~~Two Thousand Five Hundred Dollars~~ One Thousand Two Hundred and Fifty Dollars (\$1,250).

VIII Education

To advance past level L, a teacher will need to obtain a master’s degree. Teachers will need to get approval from a building level administrator or superintendent. Teachers not completing an approved course pathway by level L, will receive a stipend instead of a level advancement.

To advance past level D, a teacher will need to obtain at a minimum an Indiana Initial Practitioner Teaching License (Two Year License). Teachers will need to get approval from a building level administrator or superintendent. Teachers without this License cannot advance past level D, and will receive a stipend instead of a level advancement.

APPENDIX A-2

**Southwest Dubois County School Corporation
2023-2024 2024-2025 Salary Schedule**

LEVEL	SALARY 2023-2024	SALARY 2024-2025
A	\$46,250	\$47,500
B	\$47,500	\$48,750
C	\$48,750	\$50,000
D*	\$50,000	\$51,250*
E	\$51,250	\$52,500
F	\$52,500	\$53,750
G	\$53,750	\$55,000
H	\$55,000	\$56,250
I	\$56,250	\$57,500
J	\$57,500	\$58,750
K	\$58,750	\$60,000
L	*\$60,000*	*\$61,250*
M	\$61,250	\$62,500
N	\$62,500	\$63,750
O	\$63,750	\$65,000
P	\$65,000	\$66,250
Q	\$66,250	\$67,500
R	\$67,500	\$68,750
S	\$68,750	\$70,000
T	\$70,000	\$71,250
U	\$71,250	\$72,500
V	\$72,500	\$73,750
W	\$73,750	\$75,000
X		\$76,250

D* Highest level for teachers with an Emergency License

***L* Highest level for teachers without a master's degree.**

APPENDIX B
SOUTHWEST DUBOIS COUNTY SCHOOL CORPORATION
EXTRA-CURRICULAR COMPENSATION SCALE
School Years

2023-2024-2024-2025

	2023-2024	2024-2025
1. Football		
a. Head	8,387	8,555
b. Assistant	4,333	4,420
c. Assistant	4,333	4,420
d. Freshman (2)	3,614ea	3,686ea
2. Cross Country	2654	
a. Head		2707
a. Assistant	1,553	1584
3. Volleyball		
a. Head	4307	4393
b. Assistant/JV Coach	2,467	2516
c. Freshman	1,633	1666
4. Swimming		
a. Boys	2,237	2282
b. Girls	2,237	2282
c. Assistant/Supervisor	1,155	1178
5. Basketball – Boys		
a. Head	8,387	8555
b. Varsity Assistant	4,318	4404
c. Assistant/JV Coach	4,386	4474
d. Freshman	3,614	3686
6. Basketball – Girls		
a. Head	8,387	8555
b. Varsity Assistant	4,318	4404
c. Assistant/JV Coach	4,386	4474
d. Freshman	3,614	3686
7. Wrestling – Boys		
a. Head	4,785	4881
b. Assistant/JV	2,393	2441
8. Wrestling – Girls		
a. Head		4881
b. Assistant/JV*		2441
8. Tennis Coach – Boys	2,301	2347
9. Tennis Coach – Girls	2,301	2347
10. Baseball		
a. Head	4,738	4833
b. Varsity Assistant	2,577	2629

c. Assistant/JV Coach	1,613	
	2023-2024	2024-2025
11. Track – Boys		
a. Head	4,050	4131
b. Assistant I	2,577	2629
c. Assistant II	1,617	1649
12. Track – Girls		
a. Head	4,050	4131
b. Assistant	2,577	2629
13. Unified Track	1,273	1298
14. Golf – Boys	2,166	2209
15. Golf – Girls	2,166	2209
16. Softball – Girls		
a. Head	4,738	4833
b. Varsity Assistant	2,577	2629
c. Assistant/JV Coach	1,613	1645
17. Weight Training		
a. Head	3119	3181
b. Assistant/JV Coach	2,218	2262
18. Soccer-Boys		
a. Head Coach	3,501	3571
b. Assistant/JV Coach	2,334	2381
19. Soccer Girls		
a. Head Coach	3,501	3571
b. Assistant Coach	2,334	2381
1. Football		
a. Football Coordinator	2,378	2426
b. Football Coaches (3)	2,166	2209ea
2. Basketball		
a. Sixth Grade - Boys	1,744	1779
b. Seventh Grade - Boys	2,166	2209
c. Eighth Grade - Boys	2,166	2209
d. Sixth Grade - Girls	1,744	1779
e. Seventh Grade - Girls	2,166	2209
f. Eighth Grade - Girls	2,166	2209
g. Fifth Grade, Holland - Boys	1,605	1637
h. Fifth Grade, Holland - Girls	1,605	1637
i. Fifth Grade, Huntingburg - Boys	1,605	1637
j. Fifth Grade, Huntingburg - Girls	1,605	1637
3. Track – Boys	1,744	1779
4. Track – Girls	1,744	1779

5. Volleyball		
a. Eighth Grade	1,605	1637
b. Seventh Grade	1,605	1637
c. Elementary (Spring - 2 coaches)	609 ea.	621ea.

2023-2024		
6. Swimming Boys and Girls	1,744	1779
7. Swimming Assistant Coach	1,154	1177
8. Wrestling - Middle School Boys		
a. Head	1744	1779
b. Assistant	955	974
9. Wrestling – Middle School Girls		
a. Head		1779
b. Assistant		974
10. Cross Country – Middle School	1,261	1286
11. Athletic Coordinator-Middle School	1,591	1623
1. High School		
a. Cheerleader Sponsor	1,573	1604
b. Junior Class Sponsors (2)	1,842 ea.	1879 ea.
c. Senior Class Sponsors (2)	697 ea.	711 ea.
d. Yearbook Sponsor	1,623	1655
e. Dramatics Director	1,411	2189
f. Musical Production	1,411	2189
g. Musical/Drama Choreographer	530	541
h. FFA Sponsor	789	805
i. FCCLA Sponsor	789	805
j. National Honor Society Sponsor	801	817
k. BPA Sponsor	789	805
l. Academic Bowl Coordinator	1,399	1427
m. Spell Bowl Coordinator	1,399	1427
n. Student Council Sponsor	771	786
o. Band Director (school year only)	2,590	2642
p. Band Percussion Instructor	1,440	1469
q. Band Guard Instructor	1,440	1469
r. Academic Bowl Coaches (5)	697	711 ea.
s. Robotics	697	711
t. Key Club	771	786
u. HS/MS Choir Director	2,154	2197
v. Building Leadership Team (8)	530	541 ea.
w. Mayor Council Sponsor	530	541
x. Department Chairs	980	1000 ea.
y. Technology Specialist		1545
2. Middle School		

a. Cheerleader Sponsor	840	857
b. Concessions Manager	754	769
c. Student Council	770	785
d. Academic Bowl Coordinator	1,399	1427
e. Spell Bowl Coordinator	1399	1427
f. Yearbook Sponsor	609	621
g. Robotics	697	711
h, Academic Bowl Coach	1,399	1427
i. Building Leadership Team (6)	530	541
j. Technology Specialist		1545
2023-2024		
3. Elementary		
a. Head Teacher - Holland	1,399	1427
b. Elementary Math Bowl Coaches 1 Holland Elementary, 1 Huntingburg Elementary	609 ea.	621 ea.
c. Elementary Spell Bowl Coaches 1 Holland Elementary 1 Huntingburg Elementary	609 ea.	621 ea.
d. Department Chairperson	980	1000
e. Robotics (2) 1 Holland Elementary 1 Huntingburg Elementary	697	711 ea.
f. Elementary Cheerleader Sponsor 1 Holland Elementary 1 Huntingburg Elementary	391	399 ea.
g. Elementary Program Director (Music)	609	621
h. Elementary Program Director (Physical Education)	609	621
i. Elementary Program Director (Art)	609	621
j. Elementary Student Council Sponsor 1 Holland Elementary 1 Huntingburg Elementary	530	541 ea.
l. Building Leadership Team 4 Holland Elementary 6 Huntingburg Elementary	530	541 ea.
m. Technology Specialist 1 Holland Elementary 1 Huntingburg Elementary		1545 ea.

***Must have a full varsity roster to have an assistant coach.**

The number of positions was not bargained but is for informational purposes.

The corporation may pay a freshman coaching stipend provided that a schedule is played in the respective sport. The coach serves as an assistant coach in the years the freshman schedule is not completed.

NOTE: The Board will also pay the Indiana State Teachers' Retirement Fund (ISTRF) an additional Three Percent (3%) of each Teacher's ECA pay as that Teacher's contribution to the ISTRF.

Those under contract with Southwest Dubois County School Corporation will be paid Extra-Curricular Compensation on regularly scheduled payroll dates twice a season. All non-athletic stipends will be paid at the end of each semester.

APPENDIX C

**SOUTHWEST DUBOIS COUNTY SCHOOL CORPORATION
GRIEVANCE REPORT FORM**

Name of Grievant _____

Building _____

Teaching Assignment _____

Date Received by
Building Principal _____

Signature of Building Principal _____

A. Statement of the Grievance:

B. Provisions of Contract Alleged to be Violated:

C. Relief Sought:

Date Filed by Grievant(s) _____

Signature of Grievant(s) _____

Signature of Association President _____
(when required)

APPENDIX D

BRIDGE TO SOCIAL SECURITY BUYOUT

(Included for historical reference and will be removed after all teachers under this language retire.)

Effective Date: The provisions in this Article shall be effective with respect to any Teacher retiring on or after the 1st day of July 2004. Any Teacher who has retired before the effective date will only be entitled to those benefits contained in the Contract Agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

I. Retirement Severance Benefit

An individual who is employed as a Bargaining Unit member at the time of retirement or severance from employment will be eligible for the following severance benefits provided the Teacher has otherwise satisfied the requirements and conditions described below.

A. GROUP HEALTH INSURANCE.

Immediately following severance, the Teacher and his/her spouse, if any, shall have the option of remaining in the Corporation's current group Health Insurance plan if all of the following conditions are met as of the date of severance and thereafter:

1. While the retired Teacher and spouse, if any, remain enrolled in the Health Insurance plan, the retired Teacher and spouse shall pay the entire insurance premium applicable to the insurance coverage, with the premium payment to be made monthly for each succeeding year.
2. The Teacher has provided a written request to the School Corporation for continuing insurance coverage for the Teacher and spouse, if any.

When a retired Teacher first becomes eligible for Medicare, the Teacher's eligibility to continue to participate in the Corporation's group Health Insurance plan shall terminate, if not earlier terminated according to applicable law. (The same termination of eligibility shall also apply when

a retired Teacher's spouse first becomes eligible for Medicare.) It is acknowledged that the parties intend these provisions to comply with applicable federal and state laws that establish an eligible Teacher's right to continue Health Insurance for the Teacher and spouse, including if otherwise applicable, Indiana Code 5-10-8-2.6. Therefore, this right to extended coverage shall not override any rights to continuing health care coverage as required by COBRA. This section is not applicable to those retired teachers who have contracts allowing them to stay on the plan until they reach full Social Security eligibility.

3. Any changes to ARTICLE VIII BRIDGE TO SOCIAL SECURITY BUYOUT of the Master Contract shall only be made by mutual agreement of the Association and the Board.

II. Buyout of Retirement Benefits

A. ELIMINATION OF PRIOR AGREEMENT'S RETIREMENT BRIDGE AND SEVERANCE BENEFIT.

The Board and the Association specifically reserve the authority to revise or terminate the retirement benefits contained in earlier agreements. In all cases, the Board shall continue to pay the retiree Thirty Dollars (\$30.00) per accumulated sick leave day upon retirement from the teaching profession. If a teacher leaves for a position with another school, they will be required to transfer accumulated sick leave and are not entitled to this benefit. If a teacher leaves to pursue another profession, this benefit will be forfeited. Such payment will be in a lump sum not later than June 30th of the Teacher's last year of service. Those Teachers who retired or severed employment before the effective date shall only be entitled to the retirement benefits contained in the prior agreement as of the time of his or her retirement, but as may be otherwise revised from time to time.

B. ENTITLEMENT TO RETIREMENT BENEFITS AND VESTING REQUIREMENTS.

On or before July 1st of the year prior to retirement, notification must be given to the Superintendent, in writing, of the individual's intention to retire and qualify for Bridge to Social Security benefits. In the event the Teacher dies after having completed at least eight (8) years of service in Southwest Dubois, but prior to providing notification of intent to retire, such notice shall be waived and the Teacher shall be determined to be fully vested.

Upon retirement from the Corporation, a Teacher shall be fully vested in the retirement benefits described in this Article if the retiring Teacher has completed eight (8) years of service with at least the last five (5) years of service with the Southwest Dubois School Corporation.

C. ACTUARIAL DETERMINATION OF VALUE OF THE CURRENT SEVERANCE AND RETIREMENT BENEFITS.

Educational Services Corporation has been selected to determine the present value of the unfunded retirement bridge benefits described in the prior Agreement. In making this present value determination, Educational Services Corporation shall use the following assumptions:

1. The assumed interest rate for the purpose of determining the present value is Four Percent (4%) in the first two (2) years of the plan and then Seven and One-Half Percent (7.5%) each year thereafter; however, for post-retirement cash flow purposes, a Four Percent (4%) interest rate shall be used.
2. It is assumed that an Employee terminates employment at the end of the school year in which the Employee attains age fifty-eight (58) or at the end of the current year if the individual is already age fifty-eight (58) or older. If an Employee continues employment after the attainment of age fifty-eight (58), the Employee does continue to receive all ongoing Board contributions to the 401(a) and VEBA, and the Employee does continue to share in any future forfeitures.
3. The Board's contribution to the annual post-retirement single Health, Dental, and Vision Insurance premiums will be assumed to be Seven Thousand Five Hundred Thirty-Eight Dollars (\$7,538.00) per year. The rate of inflation for this benefit is assumed to be Seven and One-Half Percent (7.5%) per year. Furthermore, payments will be deemed to terminate when the individual would otherwise be eligible for Medicare.
4. The anticipated amount of the retirement bridge shall be determined using the amount of annual benefit described in Article VIII of the prior Agreement and assuming an annual inflation rate of Two Percent (2%) for the bridge benefit. However, it is assumed that individuals do not retire until the later of: (a) the attainment of age fifty-eight (58), or (b) satisfaction of the eligibility requirements of this Article.
5. A termination rate of Two Percent (2%) shall be applied.
6. The present value of the future retirement bridge payments will be reduced by the Social Security and Medicare taxes (FICA) that would have been payable if the retirement bridge payments had been paid directly to the Employee.
7. Amounts forfeited upon termination of employment because of the failure to meet the applicable vesting requirements shall not be reinstated or re-credited if an individual is subsequently rehired or re-employed by the School Corporation; however, if the Board approves a leave of absence for an Employee, such period of leave shall not result in forfeiture, provided the Employee shall promptly return to employment following the expiration of the period of leave.
8. The present value of the retirement benefits under the prior agreement shall be calculated, effective as of December 31, 2004.
9. To confirm the accuracy of the underlying information to be used in the present value calculations, each Teacher shall be provided with his or her basic data that will be used in the calculations, including, but not limited to, the following information as of the 1st day of July, 2004: base salary, age, years of service, and accumulated sick leave. Educational Services Corporation shall assist in the preparation of this verification sheet for each Teacher; however, the Board will have the responsibility to forward the verification sheets to the respective Teachers. Any corrections must be returned to the Board within ten (10) days of receipt of the verification sheets.

Using the above assumptions and the other assumptions contained on the buyout spreadsheet, Educational Services Corporation shall prepare the present value calculations for each Teacher and the contributions described hereinafter will be made.

D. BUYOUT CONTRIBUTIONS.

1. VEBA. The School Corporation shall contribute to a Voluntary Employees' Beneficiary Association ("VEBA") as described in section 501(c)(9) of the Code, that amount representing the present value of the group Health, Dental and Vision Insurance benefits as calculated for all Employees under subsection C. above. These contributions shall be made within twenty-one (21) days of the receipt of the bond proceeds by the School Corporation. A mutually agreed upon vendor shall administer the VEBA and shall be the single investment vendor for the VEBA unless a change in vendor is mutually agreed to by the parties. The terms and conditions for the administration and operations of the VEBA shall be as follows:

(a) The amount calculated for each Employee will be invested in a separate account. There will be no commingling of accounts and each Employee may determine how his or her account shall be invested among the investment options made available by the vendor for the VEBA.

(b) Until such time that an Employee has separated from service, the Employee shall have no access to the assets held in his or her separate 401(a) and VEBA accounts.

(c) If an Employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated Employee's VEBA account shall be forfeited. Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA accounts. This reallocation shall be in a manner similar to that used by the Educational Services Corporation in initially determining the present value calculations. Therefore, the VEBA accounts of the following Employees will not share in the reallocation of a forfeiture of a VEBA account:

(i) Employees who forfeited their VEBA accounts in the same year;

(ii) Employees who previously forfeited their VEBA accounts; and

(iii) Employees who have attained the age of fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA accounts of Employees who have attained the age of fifty-eight (58), but who have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

(d) Upon satisfying the requirements set forth in this Article, a separated Employee may use the amounts held in his/her separate VEBA account to pay any premiums or expenses allowed by the vendor plan and by law. At no time may the VEBA make loans to an Employee, his/her spouse, or his/her dependents.

Forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate VEBA plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the VEBA plan accounts of the following Employees will not share in the reallocation of a forfeiture of a VEBA plan account:

- (i) Employees who forfeited their VEBA plan accounts in the same year;
- (ii) Employees who previously forfeited their VEBA plan accounts; and
- (iii) Employees who have attained the age of fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, VEBA plan accounts of Employees who have attained the age of fifty-eight (58) but have not terminated employment may share in the reallocated forfeiture, but on a reduced actuarial basis.

(e) The School Corporation shall not be paid any compensation for its services performed on behalf of the VEBA. All costs incurred in the administration of the VEBA and investment fees shall be paid from the VEBA assets.

2. 401(a) Plan. The School Corporation shall establish a qualified retirement plan as described in section 401(a) of the Code. The total sum of the amount calculated by Educational Services Corporation as the present value for the retirement pay and severance benefits shall be contributed by the School Corporation to the 401(a) Plan within twenty-one (21) days of the receipt of the bond proceeds by the School Corporation. The single investment vendor for the 401(a) Plan shall be a mutually agreed upon vendor unless a change in vendor is mutually agreed to by the parties. The 401(a) Plan's terms and conditions for the administration of the 401(a) Plan shall be as follows:

(a) The amount calculated for each Employee will be invested in a separate account. There will be no commingling of accounts and each Employee may determine how his or her account shall be invested among the investment options made available by the investment vendor for the 401(a) Plan.

(b) Until such time that an Employee has separated employment and satisfied the eligibility requirements set forth in this Article, the Employee shall have no access to the assets held in his or her separate 401(a) Plan account.

(c) If an Employee retires or otherwise terminates employment before satisfaction of the requirements set forth in this Article, the terminated Employee's 401(a) Plan account shall be forfeited. The forfeited amounts shall be reallocated at the end of each plan year only among the then remaining separate 401(a) Plan accounts in a manner similar to that used in initially determining the present value calculations. Therefore, the 401(a) Plan accounts of the following Employees will not share in the reallocation of a forfeiture of a 401(a) Plan account:

- (i) Employees who forfeited their 401(a) Plan accounts in the same year;
- (ii) Employees who previously forfeited their 401(a) Plan accounts; and
- (iii) Employees who have attained age of fifty-eight (58) and terminated employment in or before the year of the reallocated forfeiture.

Furthermore, 401(a) Plan accounts of Employees who have attained the age of fifty-eight (58), but have not terminated employment, may share in the reallocated forfeiture, but on a reduced actuarial basis.

(d) Following the satisfaction of the requirements set forth in this Article, a separated Employee may elect to commence distributions from his/her 401(a) Plan account. If an Employee dies after having satisfied the requirements of this Article, but has not retired, the deceased Employee's 401(a) Plan account shall be distributable to the decedent's designated beneficiary or to his/her estate if no beneficiary designation has been made. At no time may a participant borrow from his 401(a) Plan account.

(e) The School Corporation shall not be paid any compensation for its services performed on behalf of the 401(a) Plan. All costs incurred in the administration of the 401(a) Plan and investment fees shall be paid from the 401(a) Plan assets.

E. FUTURE ADJUSTMENTS.

The parties agree that this Article, or any other provision of this Agreement, does not constitute an expectation of receiving the enumerated retirement benefits by any current Employee, future Employee, prospective Employee or applicant beyond the expiration of this Agreement. Therefore, except as otherwise limited by applicable law, it is understood that the Board and Association may in the future bargain modifications of any kind to this provision, provided however, that the future revision of this Article shall not affect the retirement benefits of a Teacher already receiving benefits pursuant to this section.